

SOLICITATION AND OFFER				1. [BLANK]				Page 1 of 24						
2. CONTRACT NUMBER			3. SOLICITATION NUMBER OPR04000023			4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)			5. DATE ISSUED 12/05/2003			6. REQUISITION/PURCHASE NUMBER CAO0300020		
7. ISSUED BY Office of Procurement & Purchasing 359 Ford Bldg. Washington,DC 20515 TEL: (202) 225-2921 ext. FAX: (202) 226-2213 ext.				CODE OPP		8. ADDRESS OFFER TO (If other than item 7)								
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".														
SOLICITATION														
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>2:00 PM</u> local time <u>01/05/2004</u> (Hour) (Date)														
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.														
10. FOR INFORMATION CALL:			A. NAME Emily Tuck			B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 225-0668			C. E-MAIL ADDRESS emily.tuck@mail.house.gov					
11. TABLE OF CONTENTS														
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OFFER (Must be fully completed by offeror)														
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.														
13. DISCOUNT FOR PROMPT PAYMENT (See Section I)				10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)				
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amend - ments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE				
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)									
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE			18. OFFER DATE					
AWARD (To be completed by Government)														
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT				21. ACCOUNTING AND APPROPRIATION						
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]								23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM				
24. ADMINISTERED BY (If other than Item 7)				CODE				25. PAYMENT WILL BE MADE BY		CODE				
26. NAME OF CONTRACTING OFFICER (Type or print)				27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)				28. AWARD DATE						
IMPORTANT - Award will be made on this Form or by other authorized official written notice.														

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Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Balanced Scorecard Development & Deployment	0001	(02/01/2004 to 01/31/2005)	0.00	ea	\$ _____	\$ _____
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Ref Req No: CAO0300020

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 DETAILED STATEMENT OF WORK

1. Objective:

The U. S. House of Representatives seeks to procure support to develop a Balanced Scorecard (BSC) performance management system for the Office of the Chief Administrative Officer.

This Statement of Work (SOW) describes the consultant support required for the development and deployment of the Balance Scorecard in the Office of the Chief Administrative Officer.

2. Background:

The Office of the Chief Administrative Officer (CAO) of the U.S. House of Representatives is requesting consulting and business advisory support to facilitate its transition to a Strategy-Focused Organization (SFO), based upon the research and methods developed by the creators of the "SFO" concept, Dr. David Norton and Dr. Robert Kaplan. The centerpiece of this transition is the introduction of a strategic management system, where the Balanced Scorecard will be developed and deployed throughout the organization.

In addition to developing and deploying the Balanced Scorecard, the CAO will continue refining its internal management processes to maximize the value of its new strategic management system. Advice and deliverables may be sought in the following areas:

- Developing an approach that links and aligns the divisions around the core strategy of the organization, measured against "Customer" and "Employee" Satisfaction scores.
- Ensuring that strategy is migrated and communicated from leadership to all members of the organization so that all levels of the organization understand their role in implementing the strategy and maximizing the value the Office of the Chief Administrative Officer of the House of Representatives brings to its customers.
- Supporting the deployment of a Balance Scorecard/performance measurement software reporting solution.
- Linking the Balanced Scorecard to the House of Representative's strategic planning and budget development processes through Activity Based Costing (ABC) and Activity Based Management (ABM) initiatives.
- Developing how to reform executive meetings to maximize the discussion around and value extracted from the organization's strategic framework.
- Training the trainers for Organizational Roll Out.
- Developing a Communications Plan informing the organization about the BSC process and status.
- Tying Scorecard measures to Operational Performance Metrics and individual staff performance plans.

3. Scope

The CAO has carefully researched various performance management methods and decided that the Balanced Scorecard approach would allow the House of Representatives to:

- Clarify, articulate, and communicate the CAO's vision and strategy through an integrated system of objectives, measures, targets, and initiatives.
- Drive strategic alignment and rapid, effective execution of the strategy across the organization.
- Provide the strategic context within which to rationalize and prioritize activities (initiatives and programs) across the organization, and establish clear accountability for execution of the strategy across the organization.
- Create a Strategic Management System (SMS).
- Drive rapid and effective integration of recent/ongoing organizational changes.
- Achieve its strategic goals and targets.
- Provide critical components for the House of Representatives to become a "Strategy/Process Focused Organization."
- Demonstrate its adoption of the Government Performance and Results Act of 1993 (GPRA).

4. Project Scope

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Recognizing this potential, the CAO is now prepared to launch an effort to continue the design and deployment of the Balanced Scorecard. The total scope of the project includes the development of all scorecards to include Tier 3 Balanced Scorecards which involve formulating strategy maps, developing strategic measures and measure targets, and aligning existing initiatives with the CAO's strategic priorities.

These scorecards will consist of an Enterprise Scorecard, the cascaded next level, Tier 2 and additional cascaded units, Tier 3, etc.

5. The Role of the Contractor

The CAO is committed to developing a strategic management system oriented around the Balanced Scorecard, and understands it requires outside expertise to develop and deploy these models/tools. Ultimately the CAO wants to develop the internal capacity to deploy and manage Balanced Scorecards on its own.

The key role of the contractor will be to design and map out a formal BSC structure and framework through Tier 3, and establish a "Center of Excellence" inside the CAO. Using the Balanced Scorecard methodology originated and practiced by the creators of the Balanced Scorecard, the CAO intends to use this methodology for maintaining the BSC structures set up by the contractors for its Balanced Scorecard program. The CAO will not consider proposals from contractors without demonstrated experience using the Balanced Scorecard methodology.

Therefore, the CAO expects the contractor to provide the following services to the CAO:

i Provide methodological, process and project leadership:

The CAO prefers that the contractor assume a direct and active role in Scorecard design and finalization, whereby they:

- Perform the bulk of the project work, as outlined in contractor deliverables.
- Provide process and project management expertise - the successful offeror will have demonstrated its capacity to plan and manage multi-Scorecard projects. The CAO intends to leverage this expertise in determining the appropriate sequencing of Scorecard development, and managing progress against plan.
- Ensure overall Balanced Scorecard quality, integrity, and alignment.

ii Adopt a Project Management Office (PMO) Concept:

The preferred consulting model is for the successful offeror to establish an internal Program Management Office that serves as the "clearing house" for BSC methodological and project expertise.

The goal of the PMO is for the successful offeror to work closely with a core team of CAO staff to develop a CAO "Center of Excellence" in developing Balanced Scorecards and applying the concepts of the Strategy-Focused Organization.

6. Contractor Deliverables

The Contractor will perform the bulk of the project work and will be responsible for completing and implementing all Balanced Scorecards through and including Tier 3. Consistent with their role, the contractor is responsible for the following deliverables:

- Develop Balanced Scorecard template/format for approval by CAO.
- Design and map all Balanced Scorecards through and including Tier 3.
- Prepare a plan to establish and co-manage a Program Management Office to coordinate the project and serve as a "Center of Excellence" for the Balanced Scorecard Strategic Management System.
- Prepare a quality control plan for ensuring that each stage in the Balanced Scorecard development process is consistent and accurate.
- Prepare and present orientation/training materials for executive and core teams for each Tier 2/Tier 3 scorecard.
- Prepare executive interview guides for the Tier 2 /Tier 3 scorecards and "as-needed" coaching on conducting effective Tier 2/Tier 3 interviews.
- Prepare workshop materials, for up to a maximum of four workshops per Tier 2/Tier 3 scorecard.
- Provide facilitation at Tier 2/Tier 3 scorecard workshops.
- Participate, as required, in Tier 2/Tier 3 executive interviews.

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- Provide relevant templates for defining strategic goals, measures and initiatives. Work with executive leadership team to develop and finalize CAO overall organizational strategy maps and business unit strategy maps mapped to Tier 2/Tier 3 scorecards.
- Develop a strategic alignment report to ensure that each of the cascaded scorecards is aligned to the CAO strategy.
- Develop a measure alignment report to ensure that measures are aligned and support the goals of the CAO.
- Develop an initiative alignment report to ensure that the CAO resources are aligned with its strategy.
- Develop a strategy to tie BSC measures to Operational Performance Measures and targets.

Each of these deliverables must be consistent with those used in other Balanced Scorecard engagements, so the CAO can adequately compare its progress with other organizations which are part of the broader community of Balanced Scorecard users.

7. Contractor Screening Criteria

1. Demonstrated thought leadership and implementation experience with designing and implementing Balanced Scorecards in both the public and private sector.

Thought leadership - the successful offeror will demonstrate thought leadership and a deep professional commitment to the Balanced Scorecard via a publication and research record on the Balanced Scorecard performance management system. Thought leadership is demonstrated in the following ways:

- Willingly sharing knowledge with the broader business and public sector communities through organizing conferences, sharing methods, tools, etc.
- The firm specializes in the design and delivery of Balanced Scorecards using the proven methods and tools of the creators of the Balanced Scorecard, Robert Kaplan and David Norton.

Design and implementation experience: the successful offeror must provide examples of designing and implementing Balanced Scorecards in the public and private sector context (not just single scorecards, but have demonstrated an ability to cascade to lower level business units and functional units like IT and HR), in a manner consistent with the BSC methodology. The project team must have consultants who have proven public sector BSC experience using the BSC methodology etc.

2. Have significant background in project management etc. performance management projects involving the introduction of multiple, "cascaded" Balanced Scorecards.
3. Ability to design and implement Balanced Scorecards using web-enabled technology that provide methods, tools, templates, and ongoing coaching to facilitate the rollout of Balanced Scorecards throughout the organization.

The successful offeror must buttress their consulting support with the capacity to provide fully web-enabled Balanced Scorecard development tools that:

- Allow client project teams to design and manage a BSC project.
- Provide supporting presentations, timetables, schedules, templates, methods and tools.
- Provide on-line coaching assistance and direct consulting experience.

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SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract period of performance shall extend one year from date of award.

F.2 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.3 HC.6.007 SUSPENSION AND DEBARMENT MAY 2001

a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.

(1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:

(a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;

(b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;

(c) Of the cause(s) relied upon for imposing suspension;

(d) Of the extent and effect of the suspension; and

(e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

(2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

(3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

(1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

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(2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:

- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.

c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

- (a) Referring to the notice of proposed debarment;
 - (b) Specifying the reasons for debarment;
 - (c) Stating the period of debarment, including effective dates; and
 - (d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.
- d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

F.4 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance," accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

F.5 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

F.6 HC.6.014 TERMINATION

AUGUST 2002

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Relative to termination of this contract, it is mutually agreed:

a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.

b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.

c. Upon termination (including expiration) the Contractor will:

(1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.

(2) Complete satisfactory settlement of all customer complaints and claims.

(3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.

(4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.

(5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.002 MODIFICATIONS

MARCH 2001

Administrative changes, e.g. address corrections, are approved by the CO and all other changes, modifications, additions or deletions, which change the scope of this contract, must be prepared in writing as formal modifications signed by both parties.

G.2 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

MAY 2001

a. Contracting Officer:

William L. Dellar, Associate Administrator, Office of Procurement
Room 359, Ford House Office Building, U.S. House of Representatives
Washington, DC 20515
Telephone: (202) 225-2921 Fax: (202) 226-3850

The contracting officer has the overall responsibility for the award and administration of this contract. The contracting officer alone, without delegation, is authorized to take actions on behalf of the House to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules. However, the contracting officer may delegate certain other responsibilities to authorized representatives.

Additional responsibilities of the CO are as follows:

- Reviewing the COR's reports and indicating acceptance or rejection. If rejected, the CO will note the reason for the rejection and recommend any changes that will bring the report into acceptance. The CO will forward these reports back to the COR.
- The CO is required to approve all contract modifications, including cost changes.

b. Contracting Officer's Representative:

The COR, to be appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities when the CO is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer's representative in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; reviewing and approving contractor invoices and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, or pricing of the contract or direct the contractor to perform services outside of the scope of the contract.

Additional responsibilities of the COR are as follows:

- Reviews and approves the status from, and performance reports on, the contractor.
- Processing of contractor invoices.
- Submission of a monthly summary report to the CA- The COR will prepare a monthly summary report to be provided to the CO during the first week of each month. The monthly summary report, based on the contractor's status reports, performance reports, and a synopsis of the monthly meetings will include: a summary of work performed/in-process/completed to date (including major accomplishments and/or anticipated delays), performance measurements, outstanding and/or potential issues, and the status of any game plan to cure a performance discrepancy.

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- Establishing and adhering to, at a minimum, a monthly status/progress meeting with the contractor and designated House staff. Maintaining minutes of those meetings.

- Providing the CA with all contract related documents (e.g. signed invoices, reports) for the official contract file.

c. Contract Administrator

Emily E. Tuck, Office of Procurement
Room 356, Ford House Office Building, U.S. House of Representatives
Washington, DC 20515
Telephone: (202) 225-2921 Fax: (202) 226-2214

The contract administrator prepares and issues all modifications to the contract, maintains the contract file with all reports, contractual nomenclature, and approved invoices, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

The CA is also responsible for:

- Ensuring all required documents are in the contract file.
- Attending status meetings on behalf of the CO.
- Reviewing invoices and written reports.

G.3 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE MAY 2001

The contractor shall identify the authorized contractor representative (ACR), if different from that of the program manager (key personnel) listed in clause G-009. Provide name, title, company name, address, and phone and fax number:

The ACR shall provide monthly status reports to the COR on the 15th pursuant to clause G-007 of this contract. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.

The ACR shall furnish written notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within 4 hours after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

G.4 HC.7.009 KEY PERSONNEL MAY 2001

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The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.

For each personnel please provide the following information: individual's name, title, telephone number, and e-mail address.

The contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as Key Personnel are subject to approval of the CO. The contractor must notify the contracting officer (CO) of changes to the key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the pre-award stage and be accepted, in writing, by the CO. The CO will notify the contractor after receipt of all required information (including resumes of substitutes) of the decision on substitutions within 10 business days.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 HC.8.002 IDENTIFICATION BADGES MAY 2001

The contractor shall see that each new employee has a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with clause HC.8.003 of this contract. House procedures will be followed with regard to contract employees.

H.2 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK MAY 2001

a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of contract work. The COR will provide the contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.

b. The employee shall be fingerprinted by the Capitol Police and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the COR. The COR will then direct the contractor to immediately remove that employee from any work under this contract.

c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police every three years.

H.3 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.4 HC.8.006 NEWS RELEASES MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

H.5 HC.8.007 AFFIRMATION OF NON-DISCLOSURE AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" (Attachment 1 to this document) prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House.

H.6 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS JUNE 2001

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The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House contracting officer. This includes Freedom of Information Act (FOIA) requests.

H.7 HC.8.024 INCIDENTAL SERVICES, TRAVEL, AND EXPENSES JUNE 2002

Unless separately priced and awarded, the cost of all local (Washington, D.C. metropolitan area) services, travel, and any other expenses incurred incident to performance of work shall be borne by the contractor.

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SECTION I -- CONTRACT CLAUSES

I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.

b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.

c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.2 HC.9.002 OBSERVANCE OF LAWS MAY 2001

The contractor shall comply with all applicable laws of the United States.

I.3 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 30 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.4 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

I.5 HC.9.006 RELEASE OF CLAIMS MAY 2001

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

I.6 HC.9.007 ORDER OF PRECEDENCE MARCH 2002

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In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

I.7 HC.9.010 LIABILITY OF THE HOUSE JUNE 2002

Consistent with the Federal Tort Claims Act (28 U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

I.8 HC.9.011 LIABILITY OF THE CONTRACTOR JUNE 2002

Contractor assumes all risk of loss of or damage to any property of the House entrusted to contractor while in contractor's possession or otherwise under contractor's control. In the event of loss or irreparable damage, contractor shall promptly reimburse the House for the value of the article. Any other damage shall be promptly repaired by contractor at contractor's expense.

I.9 HC.9.012 TERMINATION JUNE 2002

The House has the right to terminate this order in whole or in part at any time with 30 day written notice to the contractor. In such event, contractor may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared products, unique to the House's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by contractor for disposition in accordance with the House's written instructions. Notwithstanding the foregoing, the House reserves the right to cancel all or any part of the undelivered portion of this order, without liability, in addition to the House's other rights and remedies, if contractor breaches any of the terms and conditions herein.

I.10 HC.9.013 GRATUITIES JUNE 2002

This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, officer, or employee of the House shall share any personal benefit of this order.

I.11 HC.9.014 ASSIGNMENT JUNE 2002

Neither this order nor the obligation of contractor to perform hereunder shall be assigned or delegated by contractor without the House's consent. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default. None of the provisions, terms and conditions contained in this order may be added to, modified, superseded or otherwise altered except by a written instrument signed by the authorized representative of the party against whom its enforcement is sought, and each shipment received by the House from contractor shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgement, invoice or other form of contractor and notwithstanding the House's act of accepting or paying for any shipment or similar act of the House.

I.12 HC.9.015 HOUSE RULES MAY 2002

This contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising therefrom.

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I.13 HC.9.018 PAYMENTS

JUNE 2002

The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the House of Representatives to send payments electronically to contractor's financial institution, the contractor must first complete an EFT enrollment form to provide contractor's signature and certain information regarding its financial institution. An EFT enrollment form is enclosed as Attachment 2 to this document.

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment 1 - Affirmation of Non-Disclosure Form

Attachment 2 - EFT Form

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

K.2 HC.11.002 FINANCIAL INFORMATION

JULY 2001

The offeror shall furnish company financial data for the last five (5) years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed.

K.3 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Organizational diagram and biographies for corporate officers.
- c. Detailed business history.
- d. Mission statement to include the scope of quality service, customer care and philosophy in dealing with the House as a potential client.
- e. Substance abuse policy and/or drug free work place policy and procedures, if applicable.
- f. Equal opportunity policy and compliance with House standards.
- g. Current staffing document.
- h. Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.
- i. Key point of contact (POC) list and telephone number.

K.4 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state

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antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

K.5 HC.11.016 DUN & BRADSTREET NUMBER AUGUST 2002

Offeror's Dun and Bradstreet Number _____.

K.6 HC.11.017 AUTHORIZED COMPANY OFFICIALS AUGUST 2002

The offeror represents that the following individual(s) are authorized to negotiate on its behalf with the House in connection with this RFP. Please provide the following information in table on each individual: individual's name and title, telephone number, e-mail address.

K.7 HC.11.019 SIGNATURE AUGUST 2002

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

NAME OF OFFEROR

DATE

SIGNATURE OF PERSON
AUTHORIZED TO SIGN

PRINTED NAME OF PERSON
AUTHORIZED TO SIGN

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

The proposal shall be divided into the following distinct and marked parts:

- (1) "Section A of RFP." The offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) "Line Item Summary Price Schedules." Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer
- (3) "Section G Contract Administration". Offeror shall complete the required sections of Section G.
- (4) "Section K - Representations, Certifications, And Statements of Offerors." Offeror shall complete the required clauses of Section K.
- (5) Technical Proposal - product sample and specifications must comply with Section C.
- (6) Provide pertinent experience and qualification in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrated financial capability sufficient to provide resources to finance day-to-day operations for legislative branch customers.
- (7) Offeror shall provide references for five current or recent (within three years) customers and five past customer, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number, opening date, building population (clients served), description of contract deliverables, pick-up and delivery sites, annual dollar value, performance periods, and type of contractual arrangements; e.g., percentage of sales, fixed price, management fee or other.

L.2 HC.12.003 SUBMISSIONS

JULY 2001

Offerors shall submit four copies, one original copy, and one electronic version in MS Word format of the proposal prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. The original shall be so marked, and the copies shall be numbered. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and RFP Number. Proposals shall be submitted to the address shown on Section A. Facsimile proposals will NOT be accepted.

L.3 HC.12.004 DELIVERY OF PROPOSALS - HAND DELIVERIES

JULY 2001

Proposals hand carried will be delivered to the office of the CO (sealed offers only). Hand carried offers must be delivered and contact must be made with the above office by the date and time shown on Section A. All proposals, however delivered, must be complete and timely. Offerors are reminded that courier, overnight, and express mailings are subject to x-ray by Capitol Police and may delay arrival by as much as six hours. Delays caused by such security screening will not be considered the fault of the House.

L.4 HC.12.005 DELIVERY OF PROPOSALS - FAX & E-MAIL

OCTOBER 2001

The House will accept e-mail proposals by the time and date specified in Section A. Late proposals may not be accepted by the CO.

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Proposals may be withdrawn by fax or e-mail received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.5 HC.12.008 INFORMATION DISTRIBUTION AND CONTACTS

JULY 2001

It is the intention of the House to provide equal treatment of all offerors involved in the proposal and award process. To achieve this goal we intend to provide all information relevant to the process to all participating offerors. Such information will include the distribution of all questions and answers to all participants. All questions from offerors should be submitted via e-mail to Emil Tuck at Emily.Tuck@mail.house.gov by 2pm on December 12, 2003.

The primary contact for all communications and questions is:

Emily Tuck, Office of Procurement
U.S. House of Representatives
Office of Procurement
356 Ford Building
Washington, D.C. 20515
(202) 225-0668

L.6 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA

JULY 2001

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make a single award of a firm fixed price contract to an offeror whose proposal meets the minimum requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors that are listed in descending order of importance:

- (1) Technical approach
- (2) Management approach
- (3) Corporate capabilities
- (4) Past performance
- (5) *Price

*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.

2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.

3. Price. Evaluation factors other than price, when combined, are significantly more important than price.

Attachment 1

Affirmation of Non-Disclosure

This statement should be signed by *employees whose positions are created by the Committee on House Administration under the House Employees Position Classification Act that have access to electronic communications services*. This statement should also be signed by personnel contracted to provide electronic communication or consulting services with or to the House at large. This affirmation must be signed prior to commencement of work by such House or contractor employees. *Copies of the executed oath shall be retained by the employing authority as part of the records of the House.*

I do solemnly swear (or affirm) that I will not disclose any information relating to private or privileged electronic/verbal/written communications received in the course of my service with or to the U.S. House of Representatives, except as authorized by the Committee on House Administration or in accordance with the Rules of the House of Representatives.

Contractor Personnel Name

Title

Signature

Date

Company Name:_____

Contract Number:_____

Contractor Program Manager:_____

Place two copies of the acknowledged forms in a sealed envelope with the following words marked on the outside of an envelope: Affirmation of Non-Disclosure Forms and mail to the Contracting Officer's Representative. In addition, ensure that the front of the envelope contains the following information:

DATE, CONTRACT NUMBER, COMPANY NAME, and COMPANY POINT OF CONTACT NAME

U.S. House of Representatives

ACH Vendor/Miscellaneous Payment Enrollment Form

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L.93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used to transmit payment data, by electronic means to the vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

SECTION I

U.S. HOUSE OF REPRESENTATIVES

AGENCY IDENTIFIER:	53-6002523	AGENCY LOCATION CODE (ALC):	00004832
ADDRESS:	Office of Finance		
	Room 263 Cannon House Office Building, Washington, DC 20515		
CONTACT PERSON NAME:	EFT Help Line	TELEPHONE NUMBER:	(202) 226-2277

SECTION II

PAYEE / COMPANY INFORMATION

NAME:	SSN NO. OR TAXPAYER NO.:
ADDRESS:	
E-MAIL ADDRESS:	
CONTACT PERSON NAME:	TELEPHONE NUMBER: ()

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	
TELEPHONE NUMBER: ()	
NINE-DIGIT ROUTING TRANSIT NUMBER: _____	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="radio"/> CHECKING <input type="radio"/> SAVINGS <input type="radio"/> LOCKBOX	

SECTION III

CERTIFICATION OF DATA

NAME:	TITLE/POSITION:
SIGNATURE:	DATE:
	TELEPHONE NUMBER: ()